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Remarks:

Entry of the above-listed amendments is respectfully requested. No new matter has been added.

Claim rejections 35 USC 112

The rejection of claim 1, that the limitation "*the access criteria associated with the groups of data contained within a version of an object*" was not described in the specification is respectfully traversed. Applicant traverses on the basis that the specification does teach this clause using slightly different language, and that the minor rewording of the specification language is permissible since no new material was added.

The specification teaches that objects have "*access criteria*" (see, for example, specification page 22 lines 1-2) and that "*data is contained in the object*" (specification page 11, lines 14-15). The specification also teaches that there are different versions of objects (see, for example "*a version of the requested object*", specification page 20 line 15.).

Further, applicant respectfully submits that specification Figures 5 and 6 give detailed examples of how "*access criteria associated with the groups of data contained within a version of an object*" works within this system to produce useful business results.

For example, see Figure 5, which is discussed in specification (page 20 line 21 to page 22 line 9). As the specification teaches, an OEM [Original Equipment Manufacturer] (such as a computer manufacturer [page 20 line 22]) establishes an *object* (keyboard specifications [page 22 line 19]) that is used by various CEM [Component Equipment Manufacturers] that make a computer component, in this example keyboards. Some of this object data represents the specifications data needed to "produce the component product" [page. 22 line 20 and Fig 6-610].

Figures 6 shows how this access criteria (CEM privilege level) associated with the groups of data (keyboard specifications [610]) contained with a version of an object (the object is the larger document [600] that contains keyboard data, other component data, and business deal

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information [page 22 line 21]) can be used to manage data exchange between multiple business entities that are business partners producing products and component parts throughout a product supply chain (here these business entities are the OEM, and CEM's 1, 2, 3 and 4).

Thus applicant respectfully traverses on the basis that this language is, in fact, simply a minor rewording of teaching that is fully supported by the specification, and has directed examiner's attention to the pages and lines that disclose these features.

Applicant also respectfully traverses the rejection of the claim 7 limitation "*the access criteria associated with the groups of data contained with the version of the redacted object transferred*" on the grounds that this language is also simply a minor rewording of teaching that is fully supported in the specification.

Most of this rejected claim 7 limitation was previously addressed in claim 1. Here, the only new element is that the rejected claim 7 limitation contains the phrase "a version of the redacted object transferred."

To traverse this rejection, Applicant respectfully submits that the transfer of redacted objects is not only fully supported in the specification; it is actually one of the central teachings of the present specification.

Applicant respectfully submits that as defined in the specification, redaction "*blocks out information that the user is not privileged to see*" (page 3 line 19). Further, the specification teaches an example of redaction: "a BOM that is associated with a product that has attributes redacted that pertain to the pricing information of competitors" (page 11 lines 21-22).

The logical alternate way to reword the concept of redaction (blocking out the information that the user is not privileged to see) is to state the same concept in the affirmative (redaction is equivalent to only sending out information that the user is privileged to see). The specification discusses redaction in this alternative (affirmative) style in page 20 lines 20-21. "*system may*

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send [transfer] a version of the requested object or association which reveals information in which the guest user has privileged access [redaction expressed using different language].

Finally, applicant respectfully notes that figure 6 is also expressing the concept of “*the access criteria associated with the groups of data contained with the version of the redacted object transferred*”. Here the CRM access criteria (privilege 602, 604, 608) associated with the groups of data (keyboard specifications 610) contained within the version of the redacted object transferred end up specifying (or controlling) what data the CRM can actually see (or get access to). In this context, 610 is the redacted object, and CEM access criteria (privilege 606) causes the system to transfer only the un-redacted portions (614) of the redacted object (610). Thus, as a result, vendor CEM 3 ends up only seeing the redacted data (614).

Applicant also respectfully traverses the rejection of the wording of the claimed limitations of claims 13, 14, 15, and 16 on similar grounds. Applicant respectfully submits that as per the analysis of claim 1 and 7, the claimed limitations teaching access criteria, groups of data, redacted objects, privilege access criteria are, in fact, extensively described in the specification. Here figures 5 and 6 and the associated specification (page 20 line 19 to page 23 line 14 are particularly useful because they express these complicated concepts in a simplified format.

Claim Objections:

Claim 15 has been amended per examiner's request.

Duplicate claims warning:

Claim 16 has been amended to make it more distinct from claim 15.

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35 USC 101 rejections.

The rejection under 35 USC 101 has been respectfully traversed. Claim 1 had been amended to produce a tangible result under MPEP 2106(IV)(B)(2)(b)(ii), by incorporating additional limitations that teach that the system is a business-entity data-exchange system for a plurality of users that are from different business entities, said business entities being business partners or potential business partners producing products and component parts throughout a product supply chain. Other claim 1 amendments teach tangible data elements and other tangible limitations.

The business-entry data-exchange limitation finds support in the specification page 1 lines 7-20, page 2 lines 21-23 and elsewhere. The from different business entities, said business entities being business partners or potential business partners producing products and component parts throughout a product supply chain, finds support in the specification, page 5 lines 11-16. *(See also the discussion of claim 1 for the 35 USC 102 rejections, which discusses additional amendments and provides supplemental specification citations)*

Claim 1 has been further amended to teach tangible industrial results by further specifying that the "data" comprises elements from a Markush group that lists some of the wide variety of tangible business products and activities that were taught in the specification.

The elements of the Markush group find support in the specification as follows:

"Product data" finds support in the specification page 1, line 8.

"Supply chain data" finds support in specification page 2, line 5.

"Component part data" finds support in specification page 2, line 5.

"Subcontracting company data" finds support in specification page 2, lines 8-10.

"Partnership data" finds support in specification page 2, line 12.

"Design data" finds support in specification page 2, line 15.

"Development data" finds support in specification page 2, line 15 and page 3 lines 20 to page 4 line 5.

"Access privilege data" finds support in specification page 2 line 17.

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"Trade secret data" finds support in page 2, line 20.

"Confidential information data" finds support in page 2, line 30.

"Business relationship data" finds support in page 2 line 23

"Business documents data" finds support in page 3, lines 1-7.

"Business agreements data" finds support in page 5 line 12.

"OEM products and component parts data" finds support in page 5 lines 13-16.

"CEM products and component parts data" finds support in page 5, lines 13-16.

"Bill of material (BOM)" data finds support in page 7 line 14.

"Change order data" finds support in page 7, line 15.

"Component part object data" finds support in page 7, line 13.

"Component part linking data" finds support in page 7, line 8.

"Component part identification data" finds support in page 7, line 5.

"Component part number data" finds support in page 7, line 5.

"Part attribute data" finds support in page 7, line 5.

"Part affiliation data" finds support in page 7, line 11.

"Part product context data" finds support in page 7, lines 12-14.

"Specification drawings data" finds support in page 7, line 19.

"Color data", "size data", "type data" finds support in page 7, lines 20-21.

"Price data, quantity data, find number data" and "cross reference data" finds support in page 7, lines 21-22.

"Related information data" finds support in page 7, line 23.

"Earlier version data" finds support in page 8, line 1.

"History of change data" finds support in page 8, line 2.

"Text document data" finds support in page 8, lines 2-3.

"Graphics drawing data" finds support in page 8, lines 3-5.

"Other attribute data" finds support in page 8, lines 5-6.

"Redacted data" finds support in page 11, line 20.

"Discovery privilege data" finds support in page 21, lines 14-15.

"Cost data" finds support in page 22, line 22.

"Component parts specifications" finds support in page 23, line 7.

"Product specifications" finds support in page 23, line 22.

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"Quantity received", "quantity needed" find support in page 24, line 7.

"Availability", "supplier type" find support in page 25, line 12.

"Purchase order data" finds support in page 29, line 16

"Geographical information" finds support in page 21 line 19.

35 USC 112 rejections (continued)

The rejection of the "access criteria..." language for claims 1, 7, and 13-6 was traversed earlier in this response by pointing out the pages and lines in the specification that support this limitation, and is well illustrated by application figures 5 and 6, and the discussion for figures 5 and 6 (page 20 line 21 to page 23 line 14).

The claim 1 rejection that line 9, "the operation of the application server" is unclear is respectfully traversed. The clarity of the reference has been enhanced by changing "the" to "said", making it clear what is being referenced.

The claim 1 rejection that line 12, "the application code" is unclear is also respectfully traversed. The clarity of the reference has been enhanced by changing "the" to "said", making it clear what has been referenced.

The rejection that at line 12, "the access criteria associated with the groups of data contained within a version of the object" is unclear was previously traversed. Applicant also respectfully submits that claim 1 has been reworded in certain sections to improve readability, and in view of these claim 1 amendments, applicant respectfully submits that the claim now reads with adequate clarity.

The rejection of claim 2 is respectfully traversed in part and overcome in part. Claim 1, as amended, now has improved clarity. Claim 2 has additionally been amended to more clearly specify that it is referring to the "individual user" of claim 1.

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The rejections of claim 3-5 are respectfully traversed in part and overcome in part. Claim 1, as amended, has improved clarity, and in view of these claim 1 amendments, further amendment of dependent claims 3-5 now appears to be unnecessary.

The rejection of claim 6 is respectfully traversed in part and overcome in part. Claim 1, as amended, has improved clarity, and further claim 6 amendments now appear to be unnecessary.

The rejection of claim 7 is overcome in part and traversed in part. To overcome, applicant has amended claim 7 to more clearly teach that the CPU and the memory reside in the application server. Applicant has also amended claim 7 to more specifically teach business-entity data-exchange objects, and specific object data types (the Markush group). Applicant respectfully submits that claim 7, as amended, now has adequate clarity. In particular, it should now be clear what the redacted version of the object is (i.e. what sort of object data elements can be redacted).

The rejection of claim 8 is respectfully traversed in part and overcome in part. Claim 8 is a dependent claim to claim 7, which has been amended to improve clarity. Claim 8 now inherits the improved clarity of claim 7, and further amendment appears to be unnecessary.

The rejection of claim 11 is respectfully traversed in part and overcome in part. Claim 11 is a dependent claim to claim 7 (and claim 8), which has been amended to improve clarity. Claim 11 now inherits the improved clarity of claim 7, and further amendment appears to be unnecessary.

The rejection of claim 12 is respectfully overcome. Applicant has amended claim 12 to more specifically teach that the requestor is an individual user.

The rejection of claim 15 is respectfully overcome. Applicant has amended claim 15 to more clearly teach that the requestor is an individual user.

The rejection of claim 16 is respectfully overcome. Applicant has amended claim 16 to more clearly teach that the privileged user is an individual user, and also that these individual users may be from different business entities that are business partners producing products and

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component parts throughout a product supply chain. This added limitation also helps distinguish claim 16 from claim 15.

35 USC 102 rejections

Before proceeding with a detailed discussion of the specific 35 USC 102 rejections, applicant believes that a brief review of the present art, and the prior art of Schneek, is in order.

The present art teaches a complex scheme of access privileges, redaction levels, and modification privileges suitable for managing highly complex business processes in which multiple companies, that simultaneously both cooperate and compete, can harmoniously work together to produce sophisticated products. As a result, the present art teaches manipulating complex mixtures of data "objects" that may simultaneously contain disparate elements such as:

"product data, supply chain data, component part data, subcontracting company data, partnership data, design data, development data, access privilege data, trade secret data, confidential information data, business relationship data, business documents data, business agreements data, OEM products and components data, CEM products and components data, bill of material data, change order data, component part object data, component part linking data, component part identification data, component part number data, part attribute data, part affiliation data, part product context data, specifications drawing data, color data, size data, type data, price data, quantity data, find number data, cross-reference data, related information data, earlier version data, history of change data, text document data, graphics drawing data, other attribute data, redacted data, discovery privilege data, cost data, component parts specifications data, product specifications data, quantity received data, quantity needed data, availability data, supplier type data, geographical information, purchase order data"

Although the individual data elements may have no intrinsic value or worth outside of the context of the database in which they appear, in proper context, they may have huge value. As an example, consider a single data element: "price". Out of context, a price number such as

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"\$5.00" has no intrinsic worth or value to the outside world. However in proper context, such as a competitive bidding situation where a first company finds out that a competing company secretly bid "\$5.00 per unit" as the price for a supply contract for one million keyboards, this simple "\$5.00" number has huge significance.

In this example, if this first company, in the process of accessing keyboard specifications from an inter-company database, accidentally gets hold of this competitor's bid price data, the first company can underbid it's competitor by only one penny (\$4.99) and possibly win a \$5 million dollar supply contract that otherwise would have been lost. In this context, the present art's teaching of a complex computerized system of business rules and selective redaction, where each group of data has associated access criteria (e.g. bid price has a different access criteria than the access criteria for the other keyboard specifications) is both novel and useful.

Similarly many of the other data elements discussed in the data Markush group of claim 1 (and other claims) also can have unexpectedly high value in business dealings between business-entities that are partners in some situations, and competitors in other situations (illustrated in specification figures 5 and 6). As a result, the simple security control access schemes of prior art lack the sophistication needed to deal with the complex interactions between different business entities that are both business partners and competitors producing products and component parts throughout a product supply chain.

By contrast, Schneck was teaching different art, something roughly akin to an automated media (movies, books, sound recordings) dispensing system (Schneck column 7 lines 15-50). Schneck teaches a scheme useful in situations where the media itself (e.g. dispensed books, videos, etc.) has a high intrinsic value to members of the general public, rather than to other business entities that are business partners producing products and component parts throughout a product supply chain. As a result, although Schneck teaches computerized data dispensing system, he teaches simpler, and more limited, access and data redaction methods between an individual consumer and the business entity that controls Schneck's media dispensing system. Here, Schneck teaches data such as books, video, and legal documents, and very simple access privilege schemes based

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on as payment (Schneck figures 12, 16 and col. 22, line 16 to col. 26, line 10) and user age (Schneck figure 19).

"The present invention permits the owner of intellectual property to realize a gain by selling or licensing various levels of access rights to the property and ensuring that access beyond these rights is not obtained. The present invention ensures that only such qualities of quantities of access as released by the owner (generally, in exchange for payment, are allowed. (Schneck col. 22 line 66 to col. 23, line 5).

Schneck does not teach the multitude of data types, relevant to business-entity data-exchange between different business entities that are business partners or potential business partners producing products and component parts throughout a product supply chain, which is taught by the present disclosure. Schneck also does not teach the complex, business-entity based, privilege system taught by the present disclosure. In particular, Schneck totally fails to teach a system in which the predetermined access or modification privileges of an individual user vary according to the status of the business partnership between the business entity that said individual user is affiliated with, and the business entity that controls said data exchange system.

According to MPEP 2131:

TO ANTICIPATE A CLAIM, THE REFERENCE MUST TEACH EVERY ELEMENT OF THE CLAIM

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim, but this is not an ipsissimis verbis test, i.e., identity of terminology is not required. In re Bond, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990). Note

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that, in some circumstances, it is permissible to use multiple references in a 35 U.S.C. 102 rejection. See MPEP Section 2131.01. [Emphasis added]

The rejection of claim 1 on the basis that Schneck teaches claim 1, as amended, is respectfully traversed in part and overcome in part. To overcome, claim 1 has been amended to (1) teach that the system is a business-entity data-exchange system for users from (2) different business entities, (3) said business entities being business partners producing products and component parts throughout a product supply chain. (4) Claim 1 has also been amended to more specifically enumerate some of the many business data types covered by the present disclosure. (5) Claim 1 has also been amended to teach that the predetermined access or modification privileges of said individual user vary according to the status of the business partnership between the business entity that said individual user is affiliated with, and the business entity that controls said data exchange system

Support for limitations 1-4 were previously discussed. Limitation (1) finds support in specification page 1, lines 7-20, Limitations (2) and (3) finds support in the specification page 5, lines 11-16. The Markush group in limitation (4) support was discussed previously: Support for limitation (5) finds support in specification figures 5 and 6, and numerous places in the specification text (c.g. page 5 lines 13-16; page 9 lines 17 to page 10, line 20; page 11 lines 17-23; page 20 line 19 to page 23, line 14, etc.)

Applicant respectfully traverses any further rejection of claim 1 on the basis that Schneck's automated media dispensing system fails to teach a business-entity data-exchange system, and fails to teach the large diversity of data elements taught by present claim 1 (as amended). Finally Schneck totally fails to teach a system in which the predetermined access or modification privileges of said individual user vary according to the status of the business partnership between the business entity that said individual user is affiliated with, and the business entity that controls said data exchange system

The rejection of claim 2 is also respectfully traversed in part and overcome in part. Claim 2 is a dependent claim to claim 1, which contains limitations not taught by Schneck.

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The rejections of claim 3, 4 and 5 are respectfully traversed in part and overcome in part. Claims 3, 4, and 5 are dependent claims to claim 1, which contains limitations not taught by Schneck.

Additionally, applicant respectfully traverses examiner's conclusion that Schneck (Col 26, lines 30-31) is teaching modification abilities comparable to those taught by the present disclosure. As previously discussed, Schneck was teaching something more akin to an automated media dispensing system for the general public. Schneck (col. 26 lines 30-31) is not teaching modifying, deleting, or adding to the data stored in the Schneck's media database. Rather, Schneck simply teaches methods, such as optionally printing or displaying the data contents with limitations such as header/footers, watermarks, etc. (Schneck col. 26, lines 30-37.), that do not permanently change the contents of his database.

Thus a first user of Schneck's system might print out a book with his name on the book's headers or footers. However Schneck does not teach that the book (book data) itself is modified. A second user of Schneck's system would presumably not get the name of the first user on the book's header or footers, but would either get the unmodified book, or else be allowed to customize the book's header or footers for the second user's own use. More significantly, Schneck does not teach that a first user can delete a chapter from the book, modify the book to make himself the hero, or add a new ending to the book, and then permanently alter Schneck's database so that all future book purchasers would now get the altered media.

By contrast, the present art allows authorized users (with the correct privilege level) to make this type of changes in the wide variety of data types taught in claim 1, and other data types as well.

The rejection of claim 7 is respectfully traversed in part and overcome in part. To traverse, applicant respectfully submits that, as per claim 1, claim 7 has been amended to incorporate additional limitations (previously discussed in claim 1) that Schneck doesn't teach.

The rejection of claim 8 is respectfully traversed in part and overcome in part. Claim 8 is a dependent claim to claim 7, which, as amended, teaches art not taught by Schneck.

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The rejection of claim 9 is respectfully traversed in part and overcome in part. Claim 9 is a dependent claim to claim 7, which, as amended, teaches art not taught by Schneck.

The rejection of claim 12 is respectfully traversed in part and overcome in part. Claim 12 is a dependent claim to claim 7, which, as amended, teaches art not taught by Schneck.

The rejection of claims 13-16 has been respectfully overcome. As per claims 1 and 7, applicant has amended these claims to more specifically teach has been amended to incorporate additional limitations (previously discussed in claim 1) that Schneck doesn't teach.

35 USC 103 rejections

MPEP 706.02(j): To establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure. In re Vaack, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991). See MPEP 2143 - 2143.03 for decisions pertinent to each of these criteria. [Emphasis added]

The obviousness rejection of claim 6 as being unpatentable over Schneck in view of Mukherjee is respectfully traversed in part and overcome in part. Applicant respectfully submits that claim 1, the parent independent claim to claim 6, has been amended to incorporate additional limitations not taught by Schneck and Mukherjee, or any combination of Schneck and Mukherjee.

Applicant then respectfully traverses the 35 USC 103 rejection of claim 6 on the basis that the proposed reference combination fails the MPEP 706.02(j) obviousness criteria. The Schneck and

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Mukherjee references do not teach or suggest this combination, and the references, when combined, do not teach or suggest all of the present claim limitations.

As previously discussed, Scheck was teaching a media (movie, computer program, sound recording) oriented data access system where the data objects (files) themselves had intrinsic value, and access was primarily controlled by simple prior-art criteria such as payment or age of viewer (for G or X rated movies). These data access algorithms are not appreciably more sophisticated than the data access algorithms commonly used to check out videos from a video rental store. Schneck does not teach the sophisticated business-entity based privileges art taught by the present disclosure. Schneck appears to be quite unconcerned with the details of managing the very complex supply chain relationships between different business entities, and totally fails to motivate any further combination with such art.

Specifically Schneck does not teach a business entity data exchange system nor does Schneck teach the large variety of data elements taught in claim 6's parent claim 1 (as amended). Schneck fails to teach user data redaction techniques where the predetermined access or modification privileges of said individual user vary according to the status of the business partnership between the business entity that said individual user is affiliated with, and the business entity that controls said data exchange system.

Although Mukherjee teaches a simple type of engineering change database, he teaches a system composed of few data elements (mainly engineering change orders) intended to be used by users from a single business entity. Thus Mukherjee also fails to teach a business-data exchange system for users from different business entities where the business entities are business partners, potential business partners, or potential competitors. Mukherjee does not teach user data redaction techniques where the predetermined access or modification privileges of said individual user vary according to the status of the business partnership between the business entity that said individual user is affiliated with, and the business entity that controls said data exchange system.

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Since neither Schneck nor Mukherjee teach or suggest business-entity data-exchange systems for users from different business entities, said business entities being business partners or potential business partners producing products and component parts throughout a product supply chain in which said predetermined access or modification privileges of said individual user vary according to the status of the business partnership between the business entity that said individual user is affiliated with, and the business entity that controls said data exchange system, the combination of the two references fails the MPEP 706.02(j) obviousness test.

The obviousness rejection of claim 11 as being unpatentable over Schneck in view of Hayes is also respectfully traversed in part and overcome in part. Claim 11 is a dependent claim to independent claim 7 (as well as claim 8), and claim 7 has been amended to teach limitations not taught by Schneck, such as the business-entity data-exchange, limitation, the data element Markush group limitation, and that the predetermined privileges of said individual user vary according to the status of the business partnership between the business entity that said individual user is affiliated with, and the business entity that controls said data exchange system.

Applicant then respectfully traverses the 35 USC 103 rejection of claim 11 on the basis that the proposed reference combination fails the MPEP 706.02(j) obviousness criteria. The Schneck and Hayes references do not teach or suggest this combination, and the references, when combined, do not teach or suggest all of the present claim limitations.

The deficiencies of Schneck in an obviousness rejection, in view of the new limitations added to claim 11's parent claim 7, are similar to those previously discussed for the claim 6 rejection.

Schneck fails to teach a business-entity data-exchange system. Schneck fails to teach data comprising multiple elements from the claim 7 data Markush group, and Schneck fails to teach a system in which the predetermined privileges of an individual user vary according to the status of the business partnership between the business entity that said individual user is affiliated with, and the business entity that controls said data exchange system.

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Hayes does not repair these deficiencies. Hayes does not teach a business-entity data exchange system, and does not teach data comprising multiple elements from the claim 7 data Markush group. Hayes fails to teach a system where the predetermined privileges of an individual user vary according to the status of the business partnership between the business entity that said individual user is affiliated with, and the business entity that controls said data exchange system.

Since neither Schneck nor Hayes teach these important parent claim 7 limitations, applicant respectfully traverses the 35 USC 103 rejection of claim 11 over Schneck in view of Hayes on the basis that this combination fails the MPEP 706.02(j) obviousness test. The same argument would also apply to any 35 USC 103 rejection of claim 8 over Schneck in view of Hayes.

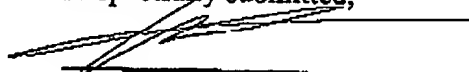
In view of the above amendments and accompanying remarks, applicant believes that the application is now in condition for allowance. Notice to that effect is respectfully requested.

A 3 month extension of time is respectfully requested, and the extension fee of \$510.00 be charged to Deposit Account No. 50-2421.

The Commissioner is authorized to charge any additional fees due or credit any overpayment to Deposit Account No. 50-2421. If there are any questions regarding this correspondence, please contact the undersigned at (408) 288-7588.

Dated: March 20, 2005

Respectfully submitted,



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